

Whitley  
GIS  
**PROFESSIONAL SERVICES AGREEMENT**

926-1501

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This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Schneider"), an Indiana Corporation, and Whitley County, ("Owner"), a County Government on \_\_\_\_\_, of 2002.

**SCHNEIDER**

The Schneider Corporation  
8901 Otis Avenue  
Indianapolis, Indiana 46216-1037  
(317) 826-7100

**OWNER**

Whitley County Commissioners  
101 W. Van Buren St.  
Columbia City, IN 46725

Owner intends to contract for **GIS Professional Services ("Project")**:

Project Name: GIS Development & Implementation

Common Location: Columbia City, IN

Sec/Twp/Rg: NA

County: Whitley

**AGREEMENT**

For and in consideration of the mutual promises contained in this Agreement, Schneider and Owner agree as follows:

1. **Scope of Services.** Schneider shall provide Owner with professional services in connection with the Project as described in Scope of Services (Attachment A). Schneider shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
2. **Schedule of Services.** Schneider shall start and complete work as set forth in the Scope of Services. Schneider shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Schneider's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Owner must give Schneider authorizations to proceed prior to Schneider commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
4. **Owner's Responsibilities:** Owner shall do the following in a timely manner so as not to delay the services of Schneider: (1) Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project. Schneider may rely fully on information and instructions provided by Owner's representative. Hereinafter, all references in this Agreement to "Owner" mean Owner or Owner's Representative. (2) Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Schneider by placing at Schneider's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which Schneider may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Schneider whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Schneider's services, or any defect or nonconformance in the work of any contractor.
5. **Payment for Services.** Owner shall compensate Schneider for services rendered according to Schedule of Fees (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion. Subject to the approval of Whitley County Commissioners and the Indiana State Board of Tax Commissioners.
6. **Payment Terms.** Owner agrees to pay all fees within 60 days of the date of the claim for work actually performed after authorization from Owner, subject to any budgetary limitations set forth in such authorization(s) from Owner.

7. **Invoicing.** Detailed billings will be provided on a monthly basis.
- A. **Fixed Fee** - The invoices will be based on Schneider's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases.
- B. **Time and Materials** - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as outlined in the Schedule of Fees.
8. **Term and Termination.** Schneider's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If payment is not received within 60 days of the date of invoice, Schneider reserves the right, after giving seven days notice to Owner, to suspend services to the Owner or to terminate this Agreement. Schneider shall not be liable to Owner or any third parties for any damages caused by the suspension or termination of work for non-payment. Should Schneider and Owner be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Paragraph No. 8, Schneider shall have the right to terminate this Agreement upon seven days written notice to Owner. Owner may terminate this Agreement for any reason or without cause upon seven days written notice to Schneider. If any work covered by this Agreement is suspended, terminated or abandoned, the Owner shall compensate Schneider for services rendered to the date of written notification of such suspension, termination or abandonment, providing however that completed work is authorized by Owner.
9. **Cost Estimates.** Schneider has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Schneider's opinions of probable total Project costs are made on the basis of Schneider's experience and qualifications and represent Schneider's best judgment as an experienced and qualified professional, familiar with the GIS industry. Schneider cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable costs prepared by Schneider.
10. **Assignment.** Neither Schneider or Owner shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Schneider from employing independent professional associates and consultants to assist in the performance of the services hereunder, upon prior approval by Owner, but Schneider shall be responsible for the proper performance of such services within any budget established by Owner if and when approval is given.
11. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Schneider, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Schneider and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Schneider in conjunction with the services provided for under this Agreement shall remain the property of Whitley County and the intellectual property of Schneider.
12. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
13. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

This Agreement, consisting of seven pages, constitutes the entire Agreement between Owner and Schneider and supersedes all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

**OWNER**  
**Whitley County Board of Commissioners**

By: Tom Rethlake  
Print: Tom Rethlake  
Title: Whitley County Commissioner  
Date: July 18, 2002

**Schneider**  
**The Schneider Corporation**

By: \_\_\_\_\_  
Print: Ed Jolliffe  
Title: President  
Date: \_\_\_\_\_

**Attest:**

By: Bette J. Grube  
Print: Bette J. Grube  
Title: Auditor  
Date: 7-18-02

# **ATTACHMENT A SCOPE OF SERVICES**

## **PROJECT NAME: GIS Consultation**

Schneider shall provide Owner with professional and related services in connection with the Project as described below.

The intent of services provided under this contract is to assist Owner with the development and implementation of the County's GIS. This may include data conversion, technical support, programming, consulting, or the generation of GIS layers.

Hourly services (provided on demand and invoiced monthly according to Attachment B). Examples including:

- Technical phone support for GIS users
- GIS technical on-site support
- GIS consulting services
- Computer / software / network technical on-site support
- Computer / software / network technical phone support

Fixed Fee services (individually quoted for projects that may arise during the course of the year):

- GIS applications development
- GIS layers development
- GIS training classes
- Other GIS services as requested

NOTE: Fixed Fee services require the signing of an Authorization to Proceed before commencement of work.

## ATTACHMENT B FEE SCHEDULE

PROJECT NAME: **GIS Consultation**

Owner shall compensate Schneider for services rendered in accordance with the following:

Fixed Fee phases of this project will require an Authorization to Proceed to be signed and submitted before work will begin. Phases not initially authorized by the Owner at the beginning of the project are subject to a new cost estimate after 6 months from the date the contract is signed.

### Fixed Fee Schedule

### Hourly Fee Schedule

JOB TITLE	REGULAR HOURLY RATE
GIS DIRECTOR	\$145.00
COMPUTER PROGRAMMING OR COMPUTER/NETWORK TECH SUPPORT	\$125.00
GIS PROJECT, PRODUCTION MANAGER	\$105.00
GIS SPECIALIST	\$89.00
GIS TECHNICIAN	\$70.00
SECRETARIAL	\$45.00

Mileage will be billed at 33 cents per mile.

After a period of 24 months from the date of this Agreement, and upon 30 days written notification to client, all fees remaining under this contract are subject to an increase of up to 6% at the discretion of The Schneider Corporation, and may further be increased by 6% annually thereafter.

# DESIGNATION OF OWNER'S REPRESENTATIVE

PROJECT NAME: GIS Consultation

In accordance with Paragraph 4(1) of Schneider's Professional Services Agreement between Owner and Schneider, dated \_\_\_\_\_ and \_\_\_\_\_ respectively, Owner hereby designates Tom Rethlake to act as Owner's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.

  X   No Exceptions

       Exceptions (List below)

## OWNER

By:



Print:

Tom Rethlake

Title:

County Commissioner

Date:

July 18, 2002

# AUTHORIZATION TO PROCEED

PROJECT NAME: **GIS Consultation**

In accordance with Paragraph 3 of the Professional Services Agreement between Owner and Schneider, dated \_\_\_\_\_ and \_\_\_\_\_ respectively, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

Hourly Services \$5,000/Cap

Subject to approval by the Whitley County Commissioners and Indiana State Board of Tax Commissioners.

**for OWNER**

By: Tom Rethlake  
Print: Tom Rethlake  
Title: County Commissioner  
Date: July 18, 2002

# **AUTHORIZATION TO PROCEED**

## **PROJECT NAME: GIS Development**

In accordance with Paragraph 3 of the Professional Services Agreement between Owner and Schneider, dated July 18, 2002, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

### **Phase 1: Digital Orthophotography Vendor Selection**

Schneider will assist Owner with the selection of a vendor to complete this project. This phase will include:

- Creation of the project specifications
- Creation and mailing of the Request for Proposal
- Receipt, review, and ranking of the vendors' submittals
- Provision of technical assistance to Owner in evaluation of the submittals
- Organization and coordination of shortlist interviews at Schneider's Indianapolis office
- Administration of and attendance at the shortlist interviews
- Recommendation to Owner on final ranking of shortlisted vendors
- Contract negotiation and coordination with selected vendor

Phase 1 is complete and will be invoiced in full when a contract is signed or if Owner decides not to proceed with the project into contract negotiation and ensuing Phase 2.

### **Phase 2: Digital Orthophotography Project Management**

Schneider will manage the digital orthophotography and planimetric conversion project for Owner. This phase includes the following tasks:

- Assuming the role of technical point of contact with the selected vendor.
- Receive, review, and help with acceptance of all products under the selected vendor's contract.
- Owner's Designated Representative will be copied on all correspondence between Schneider and the selected vendor.
- Owner will be expected to participate in making all significant decisions regarding this phase.
- Quality control of deliverable products. Schneider will check random samplings of these products throughout the entire County.

The following specific items will be addressed.

#### **Flight Mission**

Schneider will coordinate with the selected vendor to assure that flight parameters are adhered to, including film type, camera type, photo scale, direction of flight, flight line design, and weather conditions. We will maintain communication with the selected vendor to discuss flight scheduling issues.

#### **Image Quality**



- Review all contact prints to identify obvious errors. Match prints with flight line drawing.
- Foreign particles (dirt / scratches) - Foreign particles will occur but the photos need to be checked to see if they are within tolerance. Scratches would be a result of improper handling of the film and/or negatives and these may need to be rejected.
- Endlap, overlap, sidelap – Check that appropriate laps exist on the contact prints.
- Shadows (clouds) – Checking for clouds in the photography. Also checking adjacent photos to ensure they were flown at the same time of day by comparing shadows.
- Labeling – Check that prints have the appropriate labels and fiducial markings.
- Warp / Distortion – Looking for smeared or stretched areas.
- Naturally occurring anomalies (spectral reflectance) – Ensuring that areas such as ponds are adjusted for sunlight reflecting from the surface.
- Contrast/brightness - Check the ortho against the contact print to verify that a limited amount of analog dodging was performed. Dodging is the manipulation of the intensity of part of a photograph by selective shading or masking.
- Tone or color differences - Check the tones of the mosaicked images to look for inadvertent tonal changes.
- Missing data (gaps) - This is a result of operator error and is not acceptable. They appear as black or white areas.
- Displacement of vertical structures – Check buildings at orthophoto edge lines.
- Image mosaicking strategy - Check to see the quality of the orthophoto edge lines. Were the brightness values of the adjoining cells adjusted to match? Is there a hard line? Do the tones match across the lines?

#### Planimetric Features

Schneider will accept delivery of the planimetric features covering Whitley County from the selected vendor on CD-ROM in Windows format. The files will be delivered in ArcGIS shapefiles and/or AutoCAD drawings.

- Consistency in data content and adherence to database schema as set forth in the contract with the selected vendor.
- Continuity of data collection effort to support generation of GIS datasets. Linear datasets will be checked for correct segmentation, connectivity, and line quality. Polygonal datasets will be built to check polygon closure.
- Adherence of data sets to the following Quality Control elements: Edgematching, Common Boundaries, Point Duplication, Connectivity, Line Quality, Segmentation, Polygon Closure, Line Criteria, and Topology.

Errors or anomalies on photos and in planimetric features and contours will be marked in an ArcGIS project file that contains the photo index. These marks will contain descriptions of the identified problems. This project file will be submitted to Owner and the selected vendor for discussion to determine the extent of correction needed. Schneider will then manage the revision process for Owner, which will include reviewing products that are edited until they are acceptable.

#### **Fixed Fees:**

**Phase 1 – Vendor Selection:** **\$2,500**

**Phase 2 – Project Management & Quality Control:** **10% of selected vendor's total contract amount**

OWNER

By

James Pettigrew

Print

JAMES PETTIGREW

Title

COMMISSIONER PRES.

Date

1-21-03